

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Peter Melchior

Application No.: 09/981,626

Filed: Oct 16, 2001

For:

Purchase order amendment and negotiation
in a full service trade system

Confirmation No.: 7032

Examiner: Paul Fisher

Art Unit: 3689

Customer No.: 12075

APPELLANTS' BRIEF UNDER
37 C.F.R. §41.37

Mail Stop Appeal Brief
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

Commissioner:

Further to the Notice of Appeal filed on May 4, 2011, Appellants submit this Brief on Appeal.

1. REAL PARTY IN INTEREST

The real party in interest is TradeCard, Inc., by virtue of the assignment recorded at 013332/0658.

2. RELATED APPEALS AND INTERFERENCES

None.

3. STATUS OF CLAIMS

Claims 4, 8, 9, 11-13, 18, 24-36, and 39-43 are pending and are the subject of this appeal. Claims 1-3, 5-7, 10, 14-17, 19-23, and 37-38 are canceled.

4. STATUS OF AMENDMENTS

No amendments to the claims have been presented subsequent to the Final Office Action dated January 4, 2011.

5. SUMMARY OF CLAIMED SUBJECT MATTER

Independent claim 4 recites a computerized system for facilitating transactions in goods or services, which includes a microprocessor and a computer-readable storage medium including instructions for configuring the microprocessor to perform functions including electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (pp. 6:21-7:1, 7:8-11, 7:23-8:3, 8:11-14, 9:4-8, 9:13-15, 10:4-9, 10:14-16, 11:8-10, 11:23-12:2, 12:15-18, 13:2-5, 13:16-18, 14:2-4, 14:17-19, 15:7-10, 15:17-20, 16:4-7, 16:17-20, 17:7-9, 17:16-18, 18:2-4, 18:17-19, 19:6-9, 19:17-19, 20:9-11, 20:20-22, 24:18-22, 28:10-14, 29:1-8, 34:16-21, 41:17-19, 49:6-11; Figs. 2:202-204, 6:202, 10:902, 15:202); receiving a proposed modification to the purchase order agreement (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-7, 29:1-5, 31:6-32:6, ; Figs. 2:204, 4:402, 404, 406); evaluating at least one of completeness and consistency of the proposed modification (pp. 33:8-21); notifying at least one of the seller and buyer of results of the evaluation of the proposed modification (pp. 33:8-21); notifying at least one of the seller and buyer of the proposed modification (pp. 31:5-24, Figs. 2:204, 4:402, 404, 406); electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the proposed modification (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-6, 29:1-8, 32:1-4; Figs. 2:204, 4:402, 404, 406); receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9, 14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4; 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9,

14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4; 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610); and receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610), wherein the electronic modification of the purchase order agreement comprises electronic negotiation between the seller and the buyer relating to the modification (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-6, 29:1-8, 32:1-4; Figs. 2:204, 4:402, 404, 406); the system is configured to recognize different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); and the system is configured so that the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, are allowed by the microprocessor based on the respective buyer and seller agents' rights (pp. 33:4-7).

Independent claim 18 recites a computerized method for facilitating transactions in goods or services, the method comprising: electronically procuring a purchase order agreement over an electronic communication network between a seller and a buyer, the purchase order agreement being stored electronically on a computer-readable storage medium and relating to a transaction in one or more goods or services (pp. 6:21-7:1, 7:8-11, 7:23-8:3, 8:11-14, 9:4-8, 9:13-

15, 10:4-9, 10:14-16, 11:8-10, 11:23-12:2, 12:15-18, 13:2-5, 13:16-18, 14:2-4, 14:17-19, 15:7-10, 15:17-20, 16:4-7, 16:17-20, 17:7-9, 17:16-18, 18:2-4, 18:17-19, 19:6-9, 19:17-19, 20:9-11, 20:20-22, 24:18-22, 28:10-14, 29:1-8, 34:16-21, 41:17-19, 49:6-11; Figs. 2:202-204, 6:202, 10:902, 15:202); receiving a proposed modification to the purchase order agreement (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-7, 29:1-5, 31:6-32:6, ; Figs. 2:204, 4:402, 404, 406); electronically evaluating by a computer processor the proposed modification (pp. 33:8-21); notifying at least one of the seller and buyer of discrepancies identified by the evaluation of the proposed modification, the discrepancies including at least one of additional information required to complete the proposed modification and inconsistencies in the purchase order agreement (pp. 31:5-24, 33:8-21; Figs. 2:204, 4:402, 404, 406); notifying at least one of the seller and buyer of the proposed modification (pp. 31:5-24, Figs. 2:204, 4:402, 404, 406); electronically modifying the purchase order agreement upon agreement by the seller and the buyer to the modification (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-6, 29:1-8, 32:1-4; Figs. 2:204, 4:402, 404, 406); receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9, 14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4; 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically evaluating by a computer processor whether the seller has complied with the seller's obligations as defined by the purchase order agreement (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9, 14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4; 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610); and receiving and storing on a computer-readable storage medium electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by

the purchase order agreement as modified by any modifications (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610), wherein, different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); and proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allowed by the computer processor based on the respective buyer and seller agents' rights (pp. 33:4-7).

Independent claim 24 recites a computerized method for facilitating transactions, comprising: electronically storing on computer-readable storage medium a purchase order agreement between a seller and a buyer relating to a transaction in one or more goods, services, or both (pp. 6:21-7:1, 7:8-11, 7:23-8:3, 8:11-14, 9:4-8, 9:13-15, 10:4-9, 10:14-16, 11:8-10, 11:23-12:2, 12:15-18, 13:2-5, 13:16-18, 14:2-4, 14:17-19, 15:7-10, 15:17-20, 16:4-7, 16:17-20, 17:7-9, 17:16-18, 18:2-4, 18:17-19, 19:6-9, 19:17-19, 20:9-11, 20:20-22, 24:18-22, 28:10-14, 29:1-8, 34:16-21, 41:17-19, 49:6-11; Figs. 2:202-204, 6:202, 10:902, 15:202); receiving over an electronic communication network a proposed modification to the purchase order agreement (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-7, 29:1-5, 31:6-32:6, ; Figs. 2:204, 4:402, 404, 406); electronically evaluating by a computer processor the proposed modification (pp. 33:8-21); notifying at least one of the seller and buyer of discrepancies identified by the evaluation of the proposed modification, the discrepancies including at least one of additional information required to complete the proposed modification and inconsistencies in the purchase order agreement (pp. 31:5-24, 33:8-21; Figs. 2:204, 4:402, 404, 406); electronically storing the proposed modification on computer-readable storage medium (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-7, 29:1-5, 31:6-32:6, ; Figs. 2:204, 4:402, 404, 406); receiving electronic evidence that the seller has performed at least part of an obligation of the seller defined by the modified purchase order

agreement and electronically storing the electronic evidence on computer-readable storage medium (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9, 14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4; 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically evaluating by the computer processor whether the seller has fulfilled the obligation of the seller (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610); and upon determination that the seller has fulfilled the obligation of the seller, providing a payment instruction to the buyer (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610), wherein, different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); and proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allowed by the computer processor based on the respective buyer and seller agents' rights (pp. 33:4-7).

Independent claim 43 recites a computer-readable storage medium, bearing instructions that, when executed by a computer, cause the computer to perform steps including: procuring a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services and storing the purchase order agreement (pp. 6:21-7:1, 7:8-11, 7:23-8:3, 8:11-14, 9:4-8, 9:13-15, 10:4-9, 10:14-16, 11:8-10, 11:23-12:2, 12:15-18, 13:2-5, 13:16-18, 14:2-4, 14:17-19, 15:7-10, 15:17-20, 16:4-7, 16:17-20, 17:7-9, 17:16-18, 18:2-4, 18:17-19, 19:6-9, 19:17-19, 20:9-11, 20:20-22, 24:18-22, 28:10-14, 29:1-8, 34:16-21, 41:17-19, 49:6-11; Figs. 2:202-204, 6:202, 10:902, 15:202); receiving a proposed modification to the purchase order agreement (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-

7, 29:1-5, 31:6-32:6, ; Figs. 2:204, 4:402, 404, 406); electronically evaluating by a computer processor the proposed modification (pp. 33:8-21); notifying at least one of the seller and buyer of discrepancies identified by the evaluation of the proposed modification, the discrepancies including at least one of additional information required to complete the proposed modification and inconsistencies in the purchase order agreement (pp. 31:5-24, 33:8-21; Figs. 2:204, 4:402, 404, 406); notifying at least one of the seller and buyer of the proposed modification (pp. 31:5-24, Figs. 2:204, 4:402, 404, 406); modifying the purchase order agreement upon agreement by the seller and the buyer to the proposed modification (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-6, 29:1-8, 32:1-4; Figs. 2:204, 4:402, 404, 406); receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9, 14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4, 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically evaluating by the computer processor whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:2-6, 7:12-16, 9:8-11, 9:17-20, 10:9-12, 10:19-22, 11:11-15, 12:6-9, 12:20-24, 13:6-10, 13:20-24, 14:6-9, 14:21-15:1, 15:11-15, 15:20-16:1, 16:8-11, 16:20-24, 17:11-14, 17:19-21, 18:6-9, 18:19-22, 19:9-10, 19:20-21, 20:11-13, 20:22-21:1, 29:9-30:4, 35:4-14; 42:4-14; 49:12-18; Figs. 2:206, 208, 6:604, 606, 10:604, 606, 15:604); electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610); and receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications (pp. 7:16-21, 8:20-9:2, 9:20-10:2, 10:24-11:4, 11:15-20, 12:9-13, 13:10-14, 14:9-13, 15:1-5, 16:11-15, 17:1-5, 18:8-13, 18:24-19:4, 19:4-7, 21:6-9, 30:5-22, 35:18-36:9, 42:15-43:9, 46:20-47:15, 50:5-24; Fig. 3:302, 304, 7:608, 610, 11:608, 610, 13:902, 610, 16:608, 610), wherein the modification of the

purchase order agreement comprises negotiation between the seller and the buyer relating to the modification (pp. 7:1-2, 7:11-12, 8:4-5, 8:15-16, 9:6-8, 9:15-17, 10:8-9, 10:18-19, 11:10-11, 12:4-6, 29:1-8, 32:1-4; Figs. 2:204, 4:402, 404, 406; different seller agent users have different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement (pp. 33:4-7); different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement (pp. 33:4-7); and the proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allowed by the computer processor based on the respective buyer and seller agents' rights (pp. 33:4-7).

6. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

Claims 4, 8, 9, 11-13, 18, 24-36, and 39-43 stand rejected under 35 U.S.C. §103 as unpatentable over Conklin (U.S. Patent No. 6,141,653) in view of Cornelius (U.S. Patent No. 7,069,234) and Barnes (U.S. 5,970,475).

7. ARGUMENT

Applicants respectfully submit that the Final Rejection as set forth in the January 4, 2011 Final Office Action and the March 11, 2011 Advisory Action contains at least two clear errors.

First, the rejection cites to art that discloses security procedures, controls, and systems designed to manage programmers during a development phase of a system. The rejection presumes that one of skill in the art would adapt these development practices for use by end users of the final system, although the art of record does not so indicate.

Second, the rejection does not show that the cited art discloses the specifically-recited features of different users having different rights with regard to electronically proposing and/or accepting modifications to a purchase order agreement.

Independent claim 4 is illustrative and recites, *inter alia*,

the system is configured to recognize different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

the system is configured so that the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, are allowed by the microprocessor based on the respective buyer and seller agents' rights.

The Office Action alleges only that Cornelius teaches these features, in a disclosure of a workflow management system.

Cornelius discloses a network system for initiation of agreements between buyers and sellers. The first portion of Cornelius' disclosure, through column 35, line 15, describes this network system. The second part of Cornelius' disclosure, from column 35, line 16 onward, describe software development frameworks and environments that can be used to create the network system described in the first part of the disclosure. The "users" in this portion of the disclosure are programmers, not buyers or sellers that are "users" of the completed system described in the first portion of Cornelius. The only cited portion of Cornelius that relates to buyers and sellers within the operating system, i.e., the end users of the system, is in column 34, which suggests authenticating a buyer using a password. However, this authentication is simply unrelated to the developer-based access rights disclosed in the later portions of Cornelius.

The portions of Cornelius relied upon by the Office Action do not disclose anything related to the use of specific access rights for buyers and/or sellers, i.e., the end users of Cornelius' system. Rather, they only relate to the development environment established for programmers of the workflow system. There is no suggestion in Cornelius to use or modify the development framework principles that were used to design the system to apply to the actual end user buyers and sellers of the completed system.

In fact, one of skill in the art would have no reason to make such a modification to Cornelius or to a combined Conklin/Cornelius system as proposed by the Office Action. The access principles in Cornelius are directed to restricting use of programming or other development resources, for example to control who can modify source code of the application. Users of the operational system would have no reason to seek access to the underlying software, nor would there be any reason for the system to provide such access, even in a limited fashion.

Similarly, the other “workflows,” role assignments, and grants of authority in the cited portion of Cornelius exist context that would be pointless to or unusable by any end users of the system, i.e., buyers and sellers.

Further, even if the difference between developers and end users in Cornelius is ignored, Cornelius deals with workflow management and security. The relied-upon portions of Cornelius do not disclose the relevant features of recognizing different seller agent users have different rights with regard to electronically proposing modifications to a purchase order agreement and electronically accepting proposed modifications to the purchase order agreement, recognizing different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement, or accepting proposed modifications to the purchase order agreement based on the respective buyer and seller agents' rights as recited in claim 4.

The Office Action references portions of Cornelius that describe how a buyer and seller “are allowed to negotiate payment terms of a transaction using a chatroom” and “the identity of the buyer may be authenticated using a password.” However, allowing negotiation of terms in a chatroom, and authenticating using a password, do not correspond to the specifically recited features regarding systems and methods including different seller and buyer agent users with different rights with regard to proposing modifications, and accepting proposed modifications, to a purchase order agreement, or allowing the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, based on the respective buyer and seller agents' rights.

Barnes also fails to reasonably disclose or suggest these features. Barnes is directed to limiting the products/services available for acquisition consistent with a user's level of authorization for the acquisition of the goods/services from the supplier. These features do not reasonably correspond to the claimed features regarding recognizing different seller agent users have different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement. Nor do they reasonably correspond to recognizing different buyer agent users have different rights with regard to

proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement. For example, limiting the products/services available for acquisition to a user does not reasonably correspond to different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement. Moreover, the limitations placed on what is presented to the user in Barnes do not reasonably correspond to different seller agent users. Thus, Barnes cannot reasonably be considered to have suggested the features lacking in the other cited references.

Independent claims 18, 24, and 32 recite similar features to those discussed with respect to claim 4, and are allowable for at least the same reasons. The dependent claims are allowable for at least the same reasons as the independent claims.

8. CONCLUSION

For these reasons, it is respectfully submitted that the rejections should be reversed.

Respectfully Submitted,

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DATE: September 21, 2011

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CLAIMS APPENDIX

1-3. (Canceled)

4. A computerized system for facilitating transactions in goods or services, the system comprising:

a microprocessor; and

a computer-readable storage medium including instructions for configuring the microprocessor to perform functions including:

electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement;

receiving a proposed modification to the purchase order agreement;

evaluating at least one of completeness and consistency of the proposed modification;

notifying at least one of the seller and buyer of results of the evaluation of the proposed modification;

notifying at least one of the seller and buyer of the proposed modification;

electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the proposed modification;

receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications;

electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications;

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications; and

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications,

wherein the electronic modification of the purchase order agreement comprises electronic negotiation between the seller and the buyer relating to the modification;

the system is configured to recognize different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

the system is configured so that the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, are allowed by the microprocessor based on the respective buyer and seller agents' rights.

5-7. (Canceled).

8. The system of claim 4, wherein the storing electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement comprises storing an indication of a chronological order in which the any proposed modifications to the purchase order agreement and the any accepted modifications to the purchase order agreement occurred.

9. The system of claim 4, wherein the storing electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement comprises storing, for reference, information identifying an entity responsible for each of the any proposed modifications to the purchase order agreement and each of the any accepted modifications to the purchase order agreement, wherein the information identifying an entity comprises an electronic signature of the entity responsible for each of the any proposed modifications to the purchase order agreement.

10. (Canceled).

11. The system of claim 4, comprising wherein the system is further configured to evaluate whether a first set of payment guarantee criteria are met, and, if the first set of payment guarantee criteria are evaluated to be met, providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement as modified by any modifications.

12. The system of claim 11, wherein the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure, and the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications.

13. The system of claim 4, wherein the evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications comprises electronically evaluating whether the seller has complied with a part of the seller's obligations as defined by the purchase order agreement as modified by any modifications, and wherein the electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications comprises means for electronically providing a payment instruction if the seller has been evaluated to have complied with the part of the seller's obligations as defined by the purchase order agreement as modified by any modifications.

14-17. (Canceled).

18. A computerized method for facilitating transactions in goods or services, the method comprising:

electronically procuring a purchase order agreement over an electronic communication network between a seller and a buyer, the purchase order agreement being stored electronically on a computer-readable storage medium and relating to a transaction in one or more goods or services;

receiving a proposed modification to the purchase order agreement;

electronically evaluating by a computer processor the proposed modification;

notifying at least one of the seller and buyer of discrepancies identified by the evaluation of the proposed modification, the discrepancies including at least one of additional information required to complete the proposed modification and inconsistencies in the purchase order agreement;

notifying at least one of the seller and buyer of the proposed modification;

electronically modifying the purchase order agreement upon agreement by the seller and the buyer to the modification;

receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;

electronically evaluating by a computer processor whether the seller has complied with the seller's obligations as defined by the purchase order agreement;

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement; and

receiving and storing on a computer-readable storage medium electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications,

wherein, different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allowed by the computer processor based on the respective buyer and seller agents' rights.

19-23. (Canceled).

24. A computerized method for facilitating transactions, comprising:

electronically storing on computer-readable storage medium a purchase order agreement between a seller and a buyer relating to a transaction in one or more goods, services, or both;

receiving over an electronic communication network a proposed modification to the purchase order agreement;

electronically evaluating by a computer processor the proposed modification;

notifying at least one of the seller and buyer of discrepancies identified by the evaluation of the proposed modification, the discrepancies including at least one of additional information required to complete the proposed modification and inconsistencies in the purchase order agreement;

electronically storing the proposed modification on computer-readable storage medium;

receiving electronic evidence that the seller has performed at least part of an obligation of the seller defined by the modified purchase order agreement;

electronically storing the electronic evidence on computer-readable storage medium;

electronically evaluating by the computer processor whether the seller has fulfilled the obligation of the seller; and

upon determination that the seller has fulfilled the obligation of the seller, providing a payment instruction to the buyer,

wherein, different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allowed by the computer processor based on the respective buyer and seller agents' rights.

25. The method of claim 24, further comprising:

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling the buyer's obligations as defined by the modified purchase order agreement.

26. The method of claim 24, wherein receiving and storing the modification further comprises:

forwarding the proposed modification to at least one of the buyer and the seller;

receiving an acceptance of the proposed modification from at least one of the buyer and seller; and

modifying the stored purchase order agreement to be consistent with the accepted modification.

27. The method of claim 26, further comprising:

prior to forwarding the proposed modification, electronically verifying by the computer processor that the proposal is made according to rights of at least one of the buyer and the seller.

28. The method of claim 24, further comprising:

storing a plurality of proposed modifications to the purchase order agreement based on the order in which they are communicated between the seller and the buyer.

29. The method of claim 24, further comprising:

storing an indication of the entity responsible for proposing the modification.

30. The method of claim 24, further comprising:

upon determining that a set of payment guarantee criteria are met, providing a payment guarantee to the seller to guarantee payment by the buyer.

31. The method of claim 30, wherein the set of payment guarantee criteria comprises a credit exposure of the buyer being within a specified maximum credit exposure.

32. The system of claim 4, the storage medium further comprising instructions for configuring the microprocessor to perform additional functions including:

storing an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal;

storing a first electronic acceptance of a proposed modification only in accordance with rights associated with the user attempting to implement the first electronic acceptance,

receiving an assignment of the different rights of the different seller agents from a system administrator within an organization of the seller through the computerized system, and

receiving an assignment of the different rights of the different buyer agents are from a system administrator within an organization of the buyer through the computerized system.

33. The system of claim 4, wherein the electronic negotiation comprises a first one of the seller and the buyer communicating to a second one of the seller and the buyer one or more first proposed modifications to one or more terms of the purchase order agreement

34. The system of claim 33, wherein the electronic negotiation comprises the second one of the seller and the buyer communicating to the first one of the seller and the buyer an action selected from the group of accepting the first proposed modifications, declining the first proposed modifications, and communicating to the first one of the buyer and the seller one or more second proposed modifications.

35. The system of claim 33, wherein the electronic negotiation comprises modifying the purchase order agreement in accordance with any modifications that have been proposed by the

first one of the seller and the buyer and accepted by the second one of the seller and the buyer, and in accordance with any modifications that have been proposed by the second one of the seller and the buyer and accepted by the first one of the seller and the buyer.

36. The system of claim 4, wherein the electronic negotiation comprises storing, for reference, electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement.

37-38. (Canceled)

39. The method of claim 18, further comprising receiving an assignment of rights of a first seller agent to a second seller agent from a system administrator within an organization of the seller through the computerized system.

40. The method of claim 18, further comprising receiving an assignment of rights of a first buyer agent to a second buyer agent from a system administrator within an organization of the buyer through the computerized system.

41. The method of claim 24, further comprising receiving an assignment of rights of a first seller agent to a second seller agent from a system administrator within an organization of the seller through the computerized system.

42. The method of claim 24, further comprising receiving an assignment of rights of a first buyer agent to a second buyer agent from a system administrator within an organization of the buyer through the computerized system.

43. A computer-readable storage medium, bearing instructions that, when executed by a computer, cause the computer to perform steps including:

- procuring a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services;

- storing the purchase order agreement;

- receiving a proposed modification to the purchase order agreement;

- electronically evaluating by a computer processor the proposed modification;

- notifying at least one of the seller and buyer of discrepancies identified by the evaluation of the proposed modification, the discrepancies including at least one of additional information required to complete the proposed modification and inconsistencies in the purchase order agreement;

- notifying at least one of the seller and buyer of the proposed modification;

- modifying the purchase order agreement upon agreement by the seller and the buyer to the proposed modification;

- receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications;

electronically evaluating by the computer processor whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications;

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications; and

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications,

wherein the modification of the purchase order agreement comprises negotiation between the seller and the buyer relating to the modification;

different seller agent users have different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement;

different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

the proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allowed by the computer processor based on the respective buyer and seller agents' rights.

EVIDENCE APPENDIX

None.

RELATED PROCEEDINGS APPENDIX

None.